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Some courts even say that this omission is not reversible error. *Warner v. State*, 56 N. J. L. 686. But where the question is required by statute, the judgment cannot be regular unless that requirement is fulfilled. *People v. Walker*, 132 Cal. 137.

**CRIMINAL LAW — SENTENCE — EFFECT OF UNAUTHORIZED POSTPONE-MENT OF PUNISHMENT.** — A sentence of fine and imprisonment was pronounced, with the proviso that if the fines were paid, the imprisonment would be suspended during good behavior. The defendants were released, on payment of the fines. After the term of commitment ordinarily would have expired, they were retaken. *Held*, that the sentence should now be enforced. *State v. Abbott*, 70 S. E. 6 (S. C.).

Some courts hold that such a sentence runs from the time it was pronounced, though the defendant has not been imprisoned. *In re Webb*, 89 Wis. 354. Others say that an indefinite postponement of sentence forfeits jurisdiction of the cause. *People ex rel. Boenert v. Barrett*, 202 Ill. 287. The view of the principal case, however, seems the sound one, and represents the weight of authority. *Neal v. State*, 104 Ga. 509; *State v. Cockerham*, 24 N. C. 204. If the sentence is not actually served because the prisoner escapes, he may be reimprisoned after the term would have expired. *Dolan's Case*, 101 Mass. 219. The same is true if the sheriff wrongfully delays punishment. *Miller v. Evans*, 115 Ia. 101. That the judge is the one at fault should not alter the case. *Ex parte Collins*, 6 Cal. App. 803.

**CROPS — RIGHT TO MATURED BUT UNSEVERED CROP AT TERMINATION OF LEASE.** — The defendant gave the plaintiff a lease for one year of some land upon which the plaintiff raised a cotton crop. At the end of the term, part of the crop stood matured, but unpicked in the field. This the plaintiff picked, but the defendant held it as his own. The plaintiff brought replevin. *Held*, that he may recover. *Opperman v. Littlejohn*, 54 So. 77 (Miss.).

A tenant for an uncertain time may return after the end of his term to gather the crops, sown during the continuance of his lease. See *Brown v. Thurston*, 56 Me. 126. Usually, however, a tenant for a fixed term has no right to harvest crops after his term has expired. *Sanders v. Ellington*, 77 N. C. 255. In some states custom is allowed to change this and give the tenant the right to take the "waygoing" crop. *Van Doren v. Everitt*, 5 N. J. L. \*460. But a case in Virginia expressly decides that, as there can be no immemorial customs in this country, the common law cannot be altered in this respect by the custom of the district. *Harris v. Carson*, 7 Leigh (Va.) 632. A few jurisdictions regard matured crops, though still uncut, as personalty. *Hecht v. Dettman*, 56 Ia. 679. *Contra*, *Tripp v. Hasceig*, 20 Mich. 254. See TIFFANY, LANDLORD & TENANT, 1644. And it has been held that even a tenant for a fixed term may return within a reasonable time after the end of his lease to remove his personalty. *Smith v. Boyle*, 66 Neb. 823. See TIFFANY, LANDLORD & TENANT, 1672. It would seem, therefore, that there is some authority to support the decision in the principal case. *Cf. Meffert v. Dyer*, 107 Mo. App. 462.

**DAMAGES — CONSEQUENTIAL DAMAGES — LOSS OF OPPORTUNITY TO COMPETE FOR EMPLOYMENT.** — The defendant contracted to choose, from fifty women who should be selected by the readers of a newspaper, twelve to be members of his theatrical company. He failed to give notice to the plaintiff, who was one of the fifty, so that she might present herself for the final selection. *Held*, that the plaintiff's recovery is not limited to nominal damages. *Chaplin v. Hicks*, 27 T. L. Rep. 244 (Eng., K. B. Div., Feb. 8, 1911).

The rule requiring that damages be certain usually defeats recovery for loss of a mere chance of gain. *Johnson v. Western Union Tel. Co.*, 79 Miss. 58.